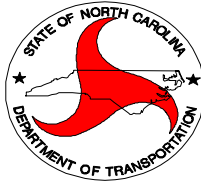


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION 2

CONTRACT PROPOSAL
SMALL BUSINESS ENTERPRISE

WBS ELEMENTS: 2B.100711, 2B.200711, 2B.107411, 2B.207411, 2.100711,
2.200711, 2.107411, 2.207411

COUNTIES: Beaufort, Pitt

DESCRIPTION: Cutting and Removal of Vegetation and Debris at
Designated Bridges, Culverts, Pipes, Guardrails and
Guiderails

PRE-BID CONFERENCE: Wednesday, September 21, 2011

BID OPENING: Tuesday, October 4, 2011

NOTICE:

UNDER THE PROVISIONS OF THIS PROGRAM, A NC GENERAL CONTRACTOR'S LICENSE IS NOT REQUIRED NOR IS CONTRACT PAYMENT AND CONTRACT PERFORMANCE BONDS REQUIRED. BIDDERS SHALL COMPLY WITH ALL OTHER APPLICABLE LAWS, INCLUDING BUT NOT LIMITED TO, THOSE REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING, AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

NAME OF BIDDER

ADDRESS OF BIDDER

RETURN BIDS TO:

N. C. DEPARTMENT OF TRANSPORTATION
Attn: Aaron Bullard, PE
105 Pactolus Highway
P O Box 1587
Greenville, NC 27835-1587

Per items 11 - 13 of the instructions on page 2

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INSTRUCTIONS TO BIDDERS

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID.

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

1. The bid form furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID FORM FROM THE PROPOSAL!**
2. All entries on the bid form, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. Unit prices shall be limited to two (2) decimal places.
4. An amount bid shall be entered on the bid form for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the form.
5. The total amount bid shall be written in figures in the proper place on the bid form. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name and signature of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number (or Social Security Number of Individual)
 - e. Contractor's License Number (if Applicable)
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **THE PROPOSAL WITH THE BID FORM STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DIVISION TWO ENGINEER'S OFFICE AT 105 PACTOLUS HIGHWAY, GREENVILLE, NC 27834 BY 11:00 AM ON TUESDAY, OCTOBER 4, 2011.**
12. The sealed bid must display the following statement on the front of the sealed envelope:

**ATTN: AARON BULLARD, PE
QUOTATION FOR VEGETATION REMOVAL AT BRIDGES, CULVERTS,
PIPES, GUARDRAILS AND GUIDERAILS IN BEAUFORT, PITT COUNTIES
TO BE OPENED AT 11:00 AM, TUESDAY, OCTOBER 4, 2011**

13. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**NC DEPARTMENT OF TRANSPORTATION
ATTN: AARON BULLARD, PE
PO BOX 1587
GREENVILLE, NC 27835-1587**

AWARD OF CONTRACT

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder. The lowest responsible will be notified that his bid has been accepted and that he has been awarded the contract. NCDOT reserves the right to reject all bids.

DIVISION CONTRACT
PROJECT SPECIAL PROVISIONS - GENERAL

DESCRIPTION:

This contract is for the cutting and removal of vegetation and debris at designated bridges, culverts, pipes, guardrails, and guiderails in Beaufort and Pitt Counties.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of *Transportation Standard Specifications for Roads and Structures, July 2006*, the North Carolina Department of Transportation *Roadway Standard Drawings, July 2006*, and the current edition of the *Manual of Uniform Traffic Control Devices* (MUTCD).

The Contractor shall keep himself fully informed of all Federal, State, and Local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the *2006 Standard Specifications*.

SMALL BUSINESS ENTERPRISE PROGRAM:

This is a Small Business Enterprise (SBE) Program project, and as such, it is restricted to businesses grossing less than \$1,500,000, excluding materials, during the previous calendar year. Contractors must be certified as a SBE Contractor by the Contractual Services Unit of NCDOT and listed as such in the Directory of Transportation Firms at the time of bid opening. Certification requirements and additional SBE Program information may be found at <http://www.ncdot.org/business/ocs/sbe/>.

As authorized by G.S. 136-28.10 (Highway Fund and Highway Trust Fund Small Project Bidding), the Department's normal bonding and licensing requirements are waived for this SBE project.

MANDATORY PRE-BID CONFERENCE:

In order to bid on this contract, all prospective bidders must attend the Pre-Bid Conference to be held on **Wednesday, September 21, 2011 at 10:00 AM at the Division 2 Office Conference Room, located at 105 Pictolus Hwy, Greenville, NC.** This meeting will begin promptly at 10:00 AM. Prospective bidders arriving after the 10:00 AM starting time will not be allowed to bid. The Conference will be conducted by Department personnel for the purpose of providing additional information about the project and to give all bidders an opportunity to ask any questions they may have. **Only bids received from the bidders who have attended and properly registered at the Pre-Bid Conference will be considered.**

Attendance at the Pre-Bid Conference will not meet the requirements of proper registration unless the individual attending has registered with the following information:

1. The individual writes his/her name on the official roster.
2. The individual writes in the name and address of the company he/she represents.
3. Only one company is shown as being represented by the individual attending.
4. The individual is an officer or permanent employee of the firm they represent.

CONTRACT TIME AND LIQUIDATED DAMAGES:

The basis of the contract shall be for two (2) cycles per item. The date of availability for the first cycle is **November 7, 2011**. The date of availability for the second cycle is **June 4, 2012**.

The completion date for the first cycle is **February 24, 2012**. The completion date for the second cycle is **September 26, 2011**.

The Contractor shall submit a bid for one (1) year. At the option of the Department, this contract may be extended for two (2) additional periods of one (1) year each for a maximum period of three (3) years total. If the contract is extended, the unit bid prices will be increased by three (3) percent for each one (1) year extension. No changes in the terms, conditions, etc. of this contract will be made when an extension to the contract is implemented. The Engineer will notify the Contractor in writing no later than 30 calendar days prior to the contract expiration if the contract is to be extended. The Contractor must notify the Engineer in writing within 15 calendar days of his acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be considered as a rejection of contract extension.

The contract availability and completion dates will shift 1 day with each renewal cycle in order to remain on the same day of the week as the initial contract period.

The Contractor may begin work prior to the availability date upon approval of the Engineer or his duly authorized representative. If such approval is given, and the Contractor begins work prior to the date of availability, the Department of Transportation will assume no responsibility for any delays caused prior to the date of availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date.

The liquidated damages for this contract are **Three Hundred Dollars (\$300.00)** per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES

(2-20-07)

SP1 G14 B

The Contractor shall not narrow or close a lane of traffic, detain and/or alter the traffic flow on or during holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of 5:00 p.m. December 31st and 8:00 a.m. January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until 8:00 a.m. the following Tuesday.
3. For **Easter**, between the hours of 5:00 p.m. Thursday and 8:00 a.m. Monday.
4. For **Memorial Day**, between the hours of 5:00 p.m. Friday and 8:00 a.m. Tuesday.
5. For **Independence Day**, between the hours of 5:00 p.m. the day before Independence Day and 8:00 a.m. the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of 5:00 p.m. the Thursday before Independence Day and 8:00 a.m. the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of 5:00 p.m. Friday and 8:00 a.m. Tuesday.
7. For **Thanksgiving Day**, between the hours of 5:00 p.m. Tuesday and 8:00 a.m. Monday.

8. For **Christmas**, between the hours of 5:00 p.m. the Friday before the week of Christmas Day and 8:00 a.m. the following Tuesday after the week of Christmas Day.

Holidays and holiday weekends shall include New Year's, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The Contractor shall schedule his work so that lane closures are not required during these periods, unless otherwise directed by the Engineer.

The time of availability for this intermediate contract work shall be the time the Contractor begins to install all traffic control devices for lane closures according to the time restrictions listed herein.

The completion time for this intermediate contract work shall be the time the Contractor is required to complete the removal of all traffic control devices for lane closures according to the time restrictions stated herein and place traffic in the existing traffic pattern.

The liquidated damages are **Three Hundred Dollars (\$300.00)** per hour.

LIABILITY INSURANCE:

(11-18-08)

SP1 G80

Page 1-68, Article 107-16 is amended to include the following as the first, second, third and fourth paragraphs:

The Contractor shall be liable for any losses resulting from a breach of the terms of this contract. The Contractor shall be liable for any losses due to the negligence or willful misconduct of its agents, assigns and employees including any sub-contractors which causes damage to others for which the Department is found liable under the Torts Claims Act, or in the General Courts of Justice, provided the Department provides prompt notice to the Contractor and that the Contractor has an opportunity to defend against such claims. The Contractor shall not be responsible for punitive damages.

The Contractor shall at its sole cost and expense obtain and furnish to the Department an original standard ACORD form certificate of insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of \$5,000,000.00 per occurrence and general aggregate, covering the Contractor from claims or damages for bodily injury, personal injury, or for property damages which may arise from operating under the contract by the employees and agents of the Contractor. The required limit of insurance may be obtained by a single general liability policy or the combination of a general liability and excess liability or umbrella policy. The State of North Carolina shall be named as an additional insured on this commercial general liability policy. The policy may contain the following language as relates to the State as an additional insured: "This insurance with respect to the additional insured applies only to the extent that the additional insured is held liable for your or your agent's acts or omissions arising out of and in the course of operations performed for the additional insured."

The Contractor shall maintain all legally required insurance coverage, including without limitation, worker's compensation and vehicle liability, in the amounts required by law. Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies.

Upon execution of the contract, provide evidence of the above insurance requirements to the Engineer.

BIDS:

In accordance with GS 136-28.10, if the total bid amount of the contract exceeds \$500,000.00, the bid will not be considered for award.

ENGINEER:

The Engineer for this project shall be the Division 2 Engineer, Division of Highways, North Carolina Department of Transportation, acting directly or through a duly authorized representative, such representative acting within the scope of particular assigned duties or authority.

PAYMENT:

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. Compensation for all pay items shall be in accordance with the *Standard Specifications*. The amount of partial payments will be based on the work accomplished and accepted as the last day of the approved pay period.

Request for payment shall be made by Contractor's Invoice submitted to:

**NC Department of Transportation
Attn: John Hughes
PO Box 371
New Bern, NC 28560**

All invoice items and unit costs shall correspond to contract pay items. In the event of error or discrepancy in items or unit costs, the Department may return the invoice to the Contractor for correction.

PROSECUTION AND PROGRESS:

The Contractor's operations are restricted to daylight hours. **No work may be performed on Sundays and Legal State holidays.** Work shall only be performed when weather and visibility conditions allow safe operations.

The Contractor will be required to prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance of the project. The Contractor will not be permitted to suspend his operations except for reasons beyond his control or except where the Engineer has authorized a suspension of the Contractor's operations in writing.

The Contractor's vehicles and equipment shall not be parked on state right-of-way overnight or at other times when work has been suspended unless approved by the Engineer. The Engineer may designate specific locations for parking equipment.

The Contractor shall temporarily remove his equipment from the travel way for emergency vehicles and school buses as directed by the Engineer.

EXTENSION OF CONTRACT TIME:

Failure on the part of the Contractor to furnish bonds or certifications or to satisfy preliminary requirements necessary to issue the purchase order will not constitute grounds for extension of the

contract time. If the Contractor has fulfilled all preliminary requirements for the issuance of a purchase order, and the purchase order authorization is not available by the date of availability, the Contractor shall be granted an extension equal to the number of calendar days the purchase order authorization is delayed after the date of availability.

CLAIMS FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME:

Any claims for additional compensation and/or extensions of the completion date shall be submitted to the Division Engineer with detailed justification within thirty (30) days after receipt of the final invoice payment. The failure of the Contractor to submit the claim(s) within thirty (30) days shall be a bar to recovery.

CONTRACTOR CLAIM SUBMITTAL FORM:

(9-16-08)

SP1G140

If the Contractor elects to file a written claim or requests an extension of contract time, it shall be submitted on the *Contractor Claim Submittal Form (CCSF)* available through the Construction Unit or http://ncdot.org/doh/operations/dp_chief_eng/constructionunit/formsmanuals/.

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC:

(12-19-06)(Rev 3-16-10)

SP1 G151

Revise the *2006 Standard Specifications* as follows:

Page 1-60, 107-2 Assignment of Claims Void, replace the reference from *G.S. 143-3.3* to ***G.S. 143B-426.40A***.

Page 1-69, 107-18 Contractor's Responsibility for Work, in the first paragraph, last sentence, replace the word *legally* with the word ***contractually***.

GIFTS FROM VENDORS AND CONTRACTORS:

(12-15-09)

SP1 G152

By Executive Order 24, issued by Governor Perdue, and *N.C. G.S. § 133-32*, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) Have a contract with a governmental agency; or
- (2) Have performed under such a contract within the past year; or
- (3) Anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and *G.S. § 133-32*.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

DIVISION CONTRACT
PROJECT SPECIAL PROVISIONS – ROADWAY

CUTTING AND REMOVAL OF VEGETATION:

The Contractor shall cut all vegetation, accessible by foot, up to three inches (3”) in diameter as measured six inches (6”) from the ground. The Contractor shall cut undesirable weeds, vines, shrubs, and any other herbaceous and woody growth. The remaining cut vegetation shall be a maximum height of three inches (3”) for grass and weedy vegetation and a maximum height of one inch (1”) for woody vegetation. For any cut woody vegetation, the Contractor shall both remove the cut woody vegetation from the right of way and properly dispose of it or the contractor shall chip all heavy brush/tree branches and spread the shavings at the project site by the end of each week.

The normal area for cutting and removal of vegetation, clippings, and debris around each PRIMARY bridge, culvert, and pipe site will be measured as forty-five feet (45’) from the outer limits of the structure or to the bottom of the slope, whichever is greater. The normal areas also include the area between dual bridges and underneath all bridges (see Detail No.1).

The normal area for cutting and removal of vegetation, clippings, and debris around each SECONDARY bridge, culvert, and pipe site will be measured as thirty-five feet (35’) from the outer limits of the structure or to the bottom of the slope whichever is greater. The normal area also includes underneath all bridges (see Detail No.2).

The normal area at all sites shall be reduced if it exceeds the state maintained ROW (i.e. existing line of secondary growth). The Contractor shall not surpass the state maintained ROW limits unless directed by the Engineer.

The normal area for cutting and removal of vegetation at guardrail will be the area beginning at the edge of the pavement and extending five feet (5’) beyond the back of the guardrail. In addition, the cutting area shall extend out five feet (5’) past the end of the guardrail. This shall include any guardrail attached or under the above-noted structures. The normal area for guardrail mowing will also include areas between guardrails that are inaccessible by normal highway mowing equipment and do not receive routine mowing. The normal cutting area for cutting and removal of guiderail will be three feet (3’) on each side of the median guiderail, and shall extend out three feet (3’) past the end of the guiderail.

Payment for guardrail and guiderail will be for the actual number of linear feet of guardrail/guiderail for which the surrounding area has been satisfactorily cleaned and accepted in accordance with the Special Provisions of this contract. Payment for this item shall be full compensation for all labor, equipment, maintenance of traffic, and all other incidentals necessary to complete the work in this contract.

The contractor will notify the Transportation Supervisor, Mr. Mike Rogers, daily of his intended schedule of work. This will allow the technician to schedule his inspections accordingly. This contact information will be provided upon award of contract.

The Contractor shall provide a minimum of four fully operated straight shaft string trimmers or comparable equipment and a service vehicle to complete the project. The Contractor may cut the vegetation by mowing, cutting, weed eating, or other approved methods that are comparable to a minimum of four fully operated straight shaft trimmers.

The Contractor shall be responsible for all cost or charges incurred in the operation and maintenance of the equipment during the term of the contract including, but not limited to; fuel, oil, equipment repairs, etc.

The Contractor shall be responsible for the equipment provided in this contract at all times and at all locations during the term of the contract. The Contractor shall have no claim against the Department of Transportation for any expense involving damage or loss to the contractor's equipment (including vandalism, theft, fire and acts of God, etc.) arising out of, or relating to, work performed under this agreement.

Any designated landscaped areas and/or wetland mitigation sites (as determined by the Engineer) within the limits noted above will be omitted from the contract.

Payment for this work will be made under:

Pay Item	Pay Unit
Cutting and Removal of Vegetation, (County) Primary	Each
Cutting and Removal of Vegetation, (County) Secondary	Each
Guardrail/Guiderail, (County) Primary	Linear Feet
Guardrail/Guiderail, (County) Secondary	Linear Feet

LITTER PICK-UP:

Litter pick-up shall be performed on all areas. There shall be no direct payment for litter pick-up, as this work will be considered incidental to the contract.

POSTED WEIGHT LIMITS:

The Contractor's attention is directed to the fact that many primary and secondary roads and bridges are posted with weight limits less than the legal limit. The Contractor will not be allowed to exceed the posted weight limits in transporting materials or equipment to the project. The Contractor should make a thorough examination of all maps and haul routes on this project.

COOPERATION WITH STATE FORCES:

The NCDOT reserves the right at any time for State Forces to perform other or additional work on or near the work covered by the contract. When State Forces perform work near where contract work is being performed, the Contractor shall conduct their work so as not to interfere with work being performed by State Forces and vice versa. The Contractor shall conduct their operations in such a manner as to avoid damaging any work being performed by State Forces or which State Forces have completed.

TRAFFIC CONTROL:

The Contractor shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with these project guidelines, the Project Special Provisions, North Carolina Department of Transportation *Standard Specifications for Roads and Structures*, and the current edition of the *Manual of Uniform Traffic Control Devices* (MUTCD).

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be

removed during periods of inactivity. The Contractor is required to leave the project in a manner that will be safe to the traveling public and which will not impede motorists. Portable signs may be used in lieu of stationary signs, as directed by the Engineer.

Traffic movements through lane closures on roads with two way traffic shall be controlled by flaggers stationed at each end of the work zone. In situations where sight distance is limited, the Contractor shall provide additional means of controlling traffic, including, but not limited to, two-way radios, pilot vehicles, or additional flaggers. Flaggers shall be competent personnel, adequately trained in flagging procedures, and furnished with proper safety devices and equipment, including, but not limited to, safety vests and stop/slow paddles. The Contractor shall not close more than one lane of traffic without prior approval of the Engineer.

All personnel when working in traffic areas or areas in close proximity to traffic shall wear an approved safety vest, or shirt or jacket which meets the color requirements of the *Manual of Uniform Traffic Control Devices* (MUTCD).

The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in subarticle 108-7(2) of the *Standard Specifications*.

There shall be no direct payment for performing Traffic Control operations, as this work will be considered incidental to the contract.

STANDARD SPECIAL PROVISION

AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)

Z-2

General Statute 143C-6-11. (h) Highway Appropriation is hereby incorporated verbatim in this contract as follows:

- (h) Amounts Encumbered. – Transportation project appropriations may be encumbered in the amount of allotments made to the Department of Transportation by the Director for the estimated payments for transportation project contract work to be performed in the appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in *General Statute 143C-6-11*©. Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications.

Payment will be made on any contract terminated pursuant to the special provision in accordance with Article 108-13(E), of the *North Carolina Department of Transportation Standard Specifications for Roads and Structures*, dated July 1, 2006.

STANDARD SPECIAL PROVISION

ERRATA

(7-21-09)

Z-4

Revise the *Standard Specifications for Roads and Structures July 2006* on all projects as follows:

Division 1

Page 1-1, replace AREA - American Railway Engineering Association with ***American Railway Engineering and Maintenance of Way Association***.

Page 1-7, remove –L- in middle of page after INVITATION TO BID and before LABORATORY.

Page 1-25, 102-16(R), move 2nd paragraph to left margin. It is not a part of this subarticle, but part of the entire article.

Division 2

Page 2-9, Subarticle 225-1(C), 1st paragraph, 2nd line, last word, add a “d” to make the word grade become ***graded***.

Page 2-15, Subarticle 226-3, 5th paragraph, first line, replace the word *in* with the word *is*.

Page 2-23, Subarticle 235-4(B)(9), at the end of the sentence, replace finished greater with finished ***grade***.

Page 2-28, Article 260-3, First paragraph, second line, remove the word *foot*.

Division 3

Page 3-13, Article 340-4, Second paragraph, change Flowable Backfill to Flowable ***Fill***

Division 4

Page 4-29, Article 420-13(A) Description, change reference from Section 1082 to ***Article 1081-6***.

Page 4-40 Subarticle 420-17(F) first line, change Subarticle 420-17(B) to ***(B) herein***.

Page 4-70, Article 442-13(B) Second sentence, change SSPC Guide 6I to SSPC Guide ***6***.

Pages 4-72, 4-74, 4-76, at the top of the page, substitute the heading Section 452 with Section ***450***.

Page 4-79, at the top of the page, substitute the heading Section 450 with Section ***452***

Page 4-80, change 452-7 to 452-***6*** at the top of the page.

Page 4-80, change Pay Item ____Steel Pile Retaining Walls, to ***Sheet*** Pile Retaining Walls.

Page 4-88, 462-4, Title, Replace last word Measurement with the word ***PAYMENT***

Division 5

Page 5-8, Article 501-15 Measurement and Payment, delete the 4th paragraph that begins The quantity of lime, measured as provided ...

Page 5-14, Article 520-11 Measurement and Payment, first paragraph, second line, delete *will be*.

Division 6

Page 6-3, Article 600-9, 2nd Paragraph on this page, replace 818-5 with 818-4.

Pages 6-30 and 31, Subarticle 610-3(A)(13) Move 2 paragraphs from the margin to the right under the number (13).

Page 6-43, Article 610-8, 4th paragraph, remove the first *the*

Page 6-44, 2nd full paragraph, 1st sentence, delete the first *and* and add *transverse* just before cross-slope control.

Page 6-51, at the top of the page, add **610-14** on the same line, and just before the heading MAINTENANCE.

Page 6-53, Article 620-4 sixth paragraph, second line; the word that should be *which*.

Page 6-66, title, Replace EXISTNG with **EXISTING**

Page 6-66, Article 657-1, Description, first sentence, replace PS/AR (hot-poured rubber asphalt with *hot applied joint sealer*.

Page 6-66, Article 657-2, replace PS/AR (Hot-Poured Rubber Asphalt with the following:

Item	Section
<i>Hot Applied Joint Sealer</i>	<i>1028-2</i>

Page 6-67, at the top of the page, substitute the heading Section 654 with Section **657**.

Page 6-67, Article 657-3 Construction Methods, 2nd paragraph, replace PS/AR sealant with *hot applied joint sealer*.

Page 6-71, 660-9(B)(1), Replace the first sentence of the first paragraph with the following:

Using the quantities shown in Table 660-1, apply asphalt material to the existing surface followed by an application of No. 78 M or lightweight aggregate.

Page 6-89; Add a period at the end of the last sentence at the bottom of the page.

Page 6-90, Article 663-5, first paragraph, first sentence, change 50oF to **50°F**; third paragraph, fourth sentence change 325oF to **325°F**.

Division 7

Page 7-12, at the top of the page, substitute the heading Section 710 with Section **700**.

Page 7-15, Article 710-9, 4th paragraph, last line, change 710-11(B) to 710-10(B).

Division 8

Page 8-13, Article 808-3, 4th Paragraph, third line, replace Eexcavation with ***Excavation***

Page 8-35, Article 848-2, Item: Replace Cncrete with ***Concrete***

Division 9

Page 9-2, add **901-3** just before CONSTRUCTION METHODS

Division 10

Page 10-12, near bottom of page add **(C)** before Proportioning and Mixing of Modified Compositions, which should be bold type.

Page 10-28, at the top of the page, substitute Section 100**6** for 1005.

Page 10-54, Subarticle 1018-2A), First line, substitute **(B)** for II, third line, substitute **(B)(2)** for II-b.

Pages 10-56, 10-58, 10-60 at the top of the page, substitute Section 1018 with Section **1020**.

Page 10-84, Table 1042-1, Class 2, Maximum, change from 23r to **23**.

Page 10-84, Article 1042-2 Testing, last sentence, replace the word alterations with the word **cycles**.

Page 10-100, Table 1056-1, replace on the line for Trapezoidal Tear Strength:

Type 1	Type 2	Type 3		Type 4
		Class A	Class B	Soil Stabilization
45 lb	75 lb	--	--	75 lb

Page 10-116, Subarticle 1070-10, first paragraph, second sentence, add **or** just before cold-forged sleeve.

Pages 10-136 through 10-147, at the top of the page, substitute Section 1074 with Section **1072**.

Page 10-157, Article 1077-11, first paragraph, change the reference from Subarticle 420-18(B) to Subarticle 420-**17**(B).

Page 10-200, Subarticle 1080-14(B), change reference to ASTM D33**59**

Page 10-211, at the top of the page, substitute Section 1081 with Section **1082**.

Page 10-229, add **1088-6 BLANK** on the line above 1088-7 TUBULAR MARKERS.

Page 10-244, add **1089-10 BLANK** and **1089-11 BLANK** on the lines just above 1089-12 FLAGGER.

Page 10-272, delete Article 1098-6 in its entirety. Renumber Articles 1098-7 through 1098-17 as Articles 1098-6 through 1098-16 consecutively.

Division 12

Page 12-21 Add **1266-2** just before the heading MATERIALS.

Division 14

Page 14-33, Article 1413-6, first paragraph, first sentence, first line, replace made with **paid for**.

Division 15

- ❑ Page 15-2 add **1500-4** just before the heading WEEKEND, NIGHT AND HOLIDAY WORK.
- ❑ Page 15-4, Subarticle 1505-3(A)(2), replace the 2nd line with the following: ***Provide shielding or shoring as required under Section 150 or as required elsewhere in the contract.***
- ❑ Page 15-5, add **1505-6** on the same line and just before the heading MEASUREMENT AND PAYMENT. (Remove the period after PAYMENT.)
- ❑ Page 15-6, Article 1505-6(3), delete *in Section 1175* and replace it with *elsewhere in the contract*.
- ❑ Page 15-8, add **1510-4** on the same line and just before the heading MEASUREMENT AND PAYMENT.
- ❑ Page 15-10, substitute **BLANK** for CONSTRUCTION REQUIREMENTS on the same line and just before 1515-4.
- ❑ Page 15-10, substitute **CONSTRUCTION REQUIREMENTS** for General Requirements
- ❑ Page 15-10, Article 1515-4, add **(D)** just before the bolded Fire Hydrants.
- ❑ Page 15-13, Article 1520-3, 8th paragraph, add ***pipe*** after diameter.
- ❑ Page 15-22, add **1540-3** on the same line and just before the heading CONSTRUCTION REQUIREMENTS.
- ❑ Page 15-28, Replace 1550-6 METHOD OF MEASUREMENT with ***MEASUREMENT AND PAYMENT.***

Division 16

- ❑ Page 16-12, Subarticle 1632-1(C) ¼ Inch hardware cloth, change the minimum width from 24 inches to 48 inches.

END

STANDARD SPECIAL PROVISION

PLANT AND PEST QUARANTINES

(Imported Fire Ant, Gypsy Moth, Witchweed, And Other Noxious Weeds)

(3-18-03)

Z-04a

Within quarantined area

This project may be within a county regulated for plant and/or pests. If the project or any part of the Contractor's operations is located within a quarantined area, thoroughly clean all equipment prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

Originating in a quarantined county

Obtain a certificate or limited permit issued by the N.C. Department of Agriculture/United States Department of Agriculture. Have the certificate or limited permit accompany the article when it arrives at the project site.

Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-733-6932, or <http://www.ncagr.com/plantind/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.
7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed or other noxious weeds.

STANDARD SPECIAL PROVISION

MINIMUM WAGES

(7-21-09)

Z-5

FEDERAL: The Fair Labor Standards Act provides that with certain exceptions every employer shall pay wages at the rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

STATE: The North Carolina Minimum Wage Act provides that every employer shall pay to each of his employees, wages at a rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all skilled labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all intermediate labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all unskilled labor on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

This determination of the intent of the application of this act to the contract on this project is the responsibility of the Contractor.

The Contractor shall have no claim against the Department of Transportation for any changes in the minimum wage laws, Federal or State. It is the responsibility of the Contractor to keep fully informed of all Federal and State Laws affecting his contract.

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

CORPORATION

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full name of Corporation

Address as prequalified

Attest _____
Secretary/Assistant Secretary
Select appropriate title

By _____
President/Vice President/Assistant Vice President
Select appropriate title

Print or type Signer's name

Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

_____ day of _____ 20__.

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
PARTNERSHIP

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full Name of Partnership

Address as Prequalified

By

Signature of Witness

Signature of Partner

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
LIMITED LIABILITY COMPANY

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full Name of Firm

Address as Prequalified

Signature of Witness

Signature of Member/Manager/Authorized Agent
Select appropriate title

Print or type Signer's name

Print or type Signer's Name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the _____
_____ day of _____ 20__.

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
JOINT VENTURE (2) or (3)

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Instructions: **2 Joint Venturers** Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. On Line (3), print or type the name of the other joint venturer and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

(1)	<hr/>		<hr/>
	Name of Joint Venture		
(2)	<hr/>		<hr/>
	Name of Contractor		
	<hr/>		
	Address as prequalified		
	<hr/>	By	<hr/>
	Signature of Witness or Attest		Signature of Contractor
	<hr/>		<hr/>
	Print or type Signer's name		Print or type Signer's name
	<i>If Corporation, affix Corporate Seal</i>	and	
(3)	<hr/>		<hr/>
	Name of Contractor		
	<hr/>		
	Address as prequalified		
	<hr/>	By	<hr/>
	Signature of Witness or Attest		Signature of Contractor
	<hr/>		<hr/>
	Print or type Signer's name		Print or type Signer's name
	<i>If Corporation, affix Corporate Seal</i>	and	
(4)	<hr/>		<hr/>
	Name of Contractor (for 3 Joint Venture only)		
	<hr/>		
	Address as prequalified		
	<hr/>	By	<hr/>
	Signature of Witness or Attest		Signature of Contractor
	<hr/>		<hr/>
	Print or type Signer's name		Print or type Signer's name

If Corporation, affix Corporate Seal

NOTARY SEAL

Affidavit must be notarized for Line (2)

Subscribed and sworn to before me this

_____ day of _____ 20____

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

NOTARY SEAL

Affidavit must be notarized for Line (3)

Subscribed and sworn to before me this

_____ day of _____ 20____

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

NOTARY SEAL

Affidavit must be notarized for Line (4)

Subscribed and sworn to before me this

_____ day of _____ 20____

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Name of Contractor

Individual name

Trading and doing business as

Full name of Firm

Address as Prequalified

Signature of Witness

Signature of Contractor, Individually

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

_____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Name of Contractor _____
Print or type Individual name

Address as Prequalified

Signature of Contractor, Individually

Print or type Signer's Name

Signature of Witness

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the _____
_____ day of _____ 20__.

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation that is file with the Department, or has become erroneous because of changed circumstances.
2. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.
3. The prequalified bidder agrees by submitting this form that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Department, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

☐

Check here if an explanation is attached to this certification.

North Carolina Department of Transportation

BID FORM

WBS ELEMENTS: 2B.100711, 2B.200711, 2B.107411, 2B.207411, 2.100711, 2.200711, 2.107411, 2.207411

COUNTIES: Beaufort, Pitt

DESCRIPTION: Cutting and Removal of Vegetation and Debris at Designated Bridges, Culvert, Pipes, Guardrails, and Guiderails

BID OPENING: Wednesday, October 4, 2011

ITEM	SECT	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
1	SP	CUTTING AND REMOVAL OF VEGETATION, BEAUFORT PRIMARY	110	EA		
2	SP	CUTTING AND REMOVAL OF VEGETATION, BEAUFORT SECONDARY	174	EA		
3	SP	CUTTING AND REMOVAL OF VEGETATION, PITT PRIMARY	144	EA		
4	SP	CUTTING AND REMOVAL OF VEGETATION, PITT SECONDARY	246	EA		
5	SP	GUARDRAIL/GUIDERAIL, BEAUFORT PRIMARY	180,852	LF		
6	SP	GUARDRAIL/GUIDERAIL BEAUFORT SECONDARY	15,904	LF		
7	SP	GUARDRAIL/GUIDERAIL, PITT PRIMARY	239,626	LF		
8	SP	GUARDRAIL/GUIDRAIL, PITT SECONDARY	25,370	LF		

TOTAL BID FOR PROJECT: _____

CONTRACTOR _____

ADDRESS _____

Federal Identification Number _____ Contractors License Number _____

Authorized Agent _____ Title _____

Signature _____ Date _____

Witness _____ Title _____

Signature _____ Date _____

THIS SECTION TO BE COMPLETED BY NC DEPARTMENT OF TRANSPORTATION

This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures 2006.

Reviewed by NCDOT _____ *Date* _____
Contract Officer

Accepted by NCDOT _____ *Date* _____
Division Engineer

SUMMARY OF QUANTITIES				
COUNTY	WORK ORDER	SYSTEM	ROUTE	BRIDGE#, CULVERT # (C), PIPE # (P)
BEAUFORT	2B.100711	PRIMARY	US-17	3,25,41,50,56,
			US-264	1,24,26,43,51,55,63,66,323,C-34,C-36
			NC-32	21,103,104,C-2
			NC-33	20,30,48,52,60,65,75,76,C-49,C-61
			NC-92	7,28,45,
			NC-99	18,33,46,53,54,59,64,70,77
			NC-102	23
			NC-171	12
			NC-306	16,27
	2B.200711	SECONDARY	SR-1001	5,89
			SR-1002	35
			SR-1003	42
			SR-1004	19
			SR-1100	10,11,13
			SR-1112	9
			SR-1126	P-73,P-74
			SR-1127	72
			SR-1136	67,68,69
			SR-1138	71
			SR-1159	62
			SR-1326	105
			SR-1331	113
			SR-1339	118
			SR-1403	8
			SR-1410	4,84
			SR-1414	88,90
			SR-1416	93
			SR-1422	6
			SR-1424	98
			SR-1506	102
			SR-1507	110
			SR-1514	272
			SR-1516	100
			SR-1518	101
			SR-1520	119
			SR-1523	112
			SR-1626	136
			SR-1743	178
			SR-1901	P-29
			SR-1912	P-31,P-32
			SR-1923	37
			SR-1924	38
			SR-1925	39
			SR-1932	14,40,52
			SR-1946	17
			SR-1955	15

SUMMARY OF QUANTITIES				
COUNTY	WORK ORDER	SYSTEM	ROUTE	BRIDGE#, CULVERT # (C), PIPE # (P)
PITT	2B.107411	PRIMARY	US-13	16,38,39,56,57,66,70,P-77,89,
			US-13 & NC-11	78,C-467,482
			US-258	14,C-41
			US-264	2,55,34,58,C-88,C-439,C-441,C-449,
				C-452,C-445,C-462,C-463
			US-264 BYP	457,458
			US-264 EBL	90,434,443,447,453,455,464,
			US-264 WBL	91,436,442,448,454,456,465,468,
			NC-11	C-19
			NC-11 & NC-43	C-47
			NC-33	7,36,72,87,50,C-59,P-437,460
			NC-43	23,C-46,60,450
			NC-102	53,63,71,83,C-35
			NC-118	C-22
			NC-121	26,P-51,46,
			NC-222	24
			NC-903	1,9,27,54,61
	2B.207411	SECONDARY	SR-1105	P-438
			SR-1108	415
			SR-1112	401
			SR-1122	176
			SR-1125	P-62
			SR-1126	49
			SR-1128	183
			SR-1138	131
			SR-1139	69
			SR-1149	422,C-423
			SR-1200	65,79,80,81,433
			SR-1202	451
			SR-1210	472
			SR-1212	C-444
			SR-1214	64
			SR-1217	67,68
			SR-1218	75,76
			SR-1221	432,471
			SR-1229	73,440
			SR-1231	74
			SR-1232	223,P-230
			SR-1233	84
			SR-1240	156
			SR-1242	130
			SR-1243	P-174
			SR-1248	P-85
			SR-1250	C-424
			SR-1251	86
			SR-1255	93,157
			SR-1258	92
			SR-1401	95,459
			SR-1404	102,198
			SR-1407	98
			SR-1409	101,104
			SR-1415	P-138
			SR-1418	121,C-417
			SR-1419	461
			SR-1424	164
			SR-1425	409

SUMMARY OF QUANTITIES				
COUNTY	WORK ORDER	SYSTEM	ROUTE	BRIDGE#, CULVERT # (C), PIPE # (P)
PITT	2B.207411	SECONDARY	SR-1427	162
(CONTINUED)			SR-1438	P-414
			SR-1500	113
			SR-1512	P-302
			SR-1514	109,144
			SR-1518	P-114
			SR-1520	C-400
			SR-1521	110
			SR-1523	P-304
			SR-1529	430
			SR-1530	C-105
			SR1531	411
			SR-1534	116
			SR-1535	243
			SR-1538	118,119
			SR-1541	121
			SR-1550	124
			SR-1552	123
			SR-1565	15,125,127,129,173
			SR-1580	111
			SR-1591	431
			SR-1598	C-40
			SR-1611	470
			SR-1702	C-238
			SR-1703	30
			SR-1707	C-410
			SR-1708	C-169
			SR-1711	28
			SR-1715	29
			SR-1723	25
			SR-1724	37
			SR-1726	219
			SR-1743	11
			SR-1745	214
			SR-1749	P-161
			SR-1750	32
			SR-1753	13,42,45,211,413
			SR-1755	12,P-132,179
			SR-1756	6
			SR-1760	10
			SR-1766	P-406
			SR-1772	8
			SR-1777	5,142
			SR-1780	17
			SR-1785	412
			SR-1900	154
			SR-1907	208
			SR-1910	P-170
			SR-1911	P-247
			SR-1913	P-407
			SR-1915	P-44
			SR-1918	P-418
			SR-1923	43
			SR-1925	21
			SR-1941	20
			SR-2107	82

BEAUFORT COUNTY GUARDRAILS

<u>ITEM #</u>	<u>ROUTE</u>	<u>DESCRIPTION</u>	<u>MEAS. FT</u>	
1	NC 306 N	Bridge @ Aurora	720	
2	NC 306 N	1st Railroad Crossing @ Aurora	206	
3	NC 306 N	2nd Bridge @ Aurora	820	
4	NC 306 N	Curve	1444	
5	NC 306 N	2nd Railroad Crossing	2846	
6	NC 33	W Railroad @ Chocowinity	2200	
7	NC 33	At Frederick Rd (SR 1155)	82	
8	NC 33	At Bear Creek	82	
9	US 17 South	Chocowinity	3650	
10	US 264 East & West	Bridges at Pitt County Line	3533	
11	US 17 North	At Cherry Run North of Washington	685	
12	US 264 East	At Washington	596	
13	US 264 East	At Hall Swamp across Railroad	624	
14	US 264 East	New Bridge at Belhaven	870	
15	NC 92	Bath	419	
16	NC 92	Railroad at Pantego	160	
17	NC 99 North	North of Pantego	15048	
18	NC 99 South	Smithton @ Belhaven	9768	
19	US 264 East	At Mile Road	3432	
21	Old Bath Highway	Highland Drive @ Runyon Creek	400	
22	SR 1424	Avenue Road off NC 171	218	
23	SR 1955	Bridge near Edward	414	
24	SR 1123	Near NC 33 Cypress	942	
25	SR 1945	On left after curve @ NC 306 turnoff	246	
26	NC 171	NC 171	272	
27	SR 1743	Off NC 92 on Possum Hill Rd	600	
28	NC 45	At Hyde Co. Bridge	165	
29	SR 1626	By Wilkinson	100	
30	US 17 North	At Old Ford	890	
31	US 17 North	At Woolard Rd	584	
32	US 17 South	Chocowinity @ new bypass overpass	571	
33	US 17 South	South of Chocowinity By Price Rd	227	
34	SR 1001	Cherry Run Rd by VOA	670	
35	NC 32	Between Douglas X Rd and River Rd	465	
36	SR 1138	Dixon Rd	584	
37	SR 1523	Mill Hole Rd off of NC 32	37	
38	US 17	By 264 (Incl. going under 17 on 264)	7875	
39	15th Street	Under 17 bypass	160	
40	US 17	At river (both North & South bound)	1730	
41	US 17	NC 33 (including ramps)	1830	
42	US 17	Between NC 33 and SR 1149 (Price Rd)	865	
43	US 17	Guidewire from Gregory Poole to Price Rd	17952	
44	SR 1403	Clarks Neck Rd past Maint Yard @ County line	835	
45	NC 306 N	New Rd (PCS RR tracks to Aurora ferry dock)	5545	
46	SR 1136	Gray Rd @ SR 1152 (Barr Rd)	600	
47	SR 1136	Gray Rd @ SR 1152 (Barr Rd)	486	
48	NC 32	Washington Park	305	
49	SR 1410	VOA Rd- Just past JD dealership	984	
50	NC 99	New Bridge at Cee Bee Marina	1040	
51	NC 99	Old Bridge at Cee Bee Marina	1700	
52	SR 1100	Cox X Rd (past stock pile yard)	569	
53	SR 1106	Tripp Rd	507	
54	US 17	South of Price Rd	825	
			TOTAL	
			98378	LF
			18.63	MILES
		Secondary	7952	LF
		Primary	90426	LF

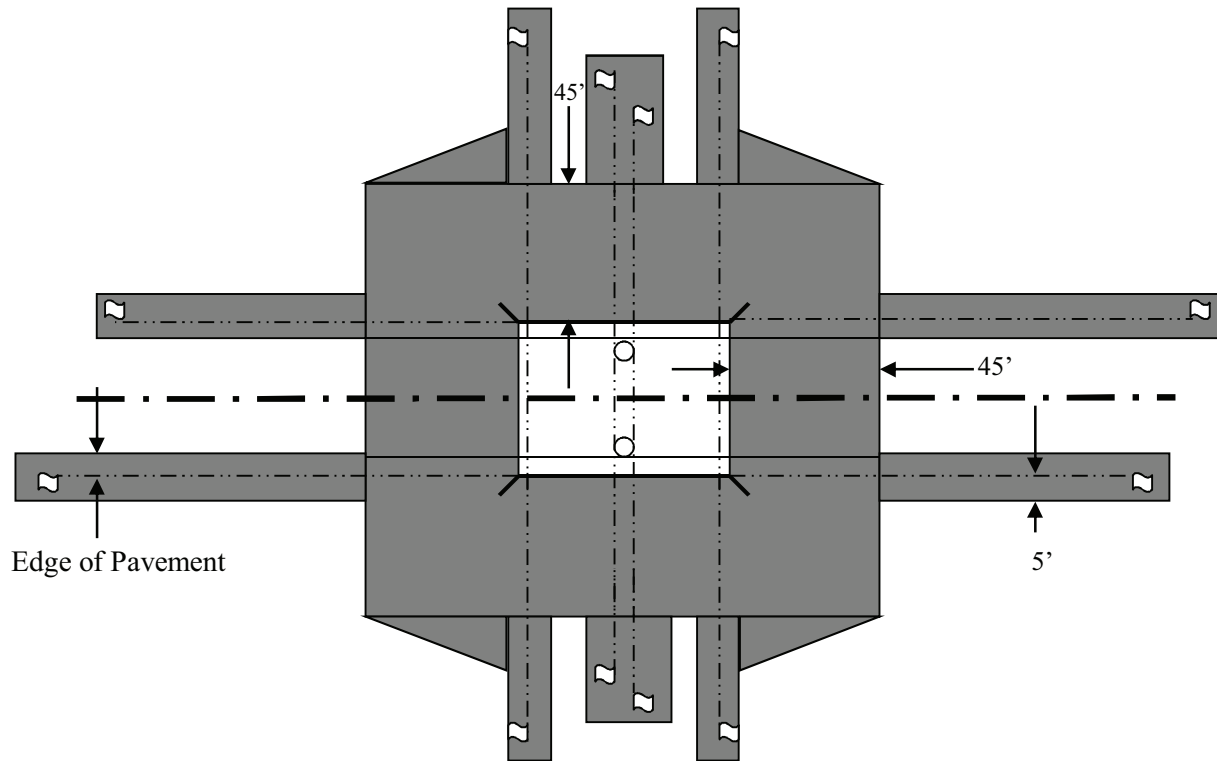
PITT COUNTY GUARDRAILS

ITEM #	MAP #	ROUTE	DESCRIPTION	MEAS. FT	
1	2	NC 13/11/903	Intersection at Railroad Tracks	146	
2	1	NC 903 N	At Hunting Run Creek Bridge	804	
3	1	NC 903 N	At Briery Swamp Bridge	570	
5	1	NC 11 N	Bridge at Creek Bank Rd (SR 1428)	438	
6	1	NC 11 N	Bridge at Futrell Robinson & Allpine Talyor (SR 1522 & SR 1424)	454	
7	2	NC 11 / US 264	Interchange	4056	
8	2	NC 11 N	South of NC 11 / US 264 Interchange	268	
9	2	NC 11 N	Before Staton Rd (SR 1579)	128	
10	1	US 264	At Pactolus Bridge	975	
11	1	US 264	At Pactolus Elementary School	103	
12	1	US 264	Between Old Creek & Yankee Hall (SR 1529 & SR 1560)	198	
13	2	US 264	Before Whichard Cherry Lane (SR 1538)	105	
14	2	US 264	East of Greenville at Sunny Side Rd (SR 1535)	310	
15	2	US 264 / NC 33	Interchange	1410	
16	2	NC 33	West of US 264 Interchange	160	
17	1	NC 43	At NC 222 Bridge over Lawrence Run	490	
18	1	NC 43	Bridge North of Sharp Point Rd (SR 1250) at Kitten Creek	300	
19	1	SR1258	Tyson Creek Road	220	
20	2	US 264 / SR 1419	Overpass	4387	
21	2	SR 1418 / Dead End Rd	29' Belvoir School (SR 1417), 305' (Dead End Road)	334	
22	2	US 264	Near Railroad St (SR 1460)	230	
23	2	US 264	West of NC 33 Interchange	572	
24	2	US 264 / SR 1401	Overpass	2111	
25	2	US 264 / NC 43	Interchange	1038	
26	2	US 264	At Tar River between NC 33 & NC 43	4557	
27	1	NC 11	South of Blount Hall Rd (SR 1103) to County Line	5964	
28	1	NC 11	North of Blount Hall (SR 1103)	5928	
29	2	US 264	West of NC 43 Interchange	1015	
30	2	US 264	West of #29 & including Hospital Interchange	10066	
31	3	US 264	West of Big Interchange & before Mazingo Rd (SR 1210)	855	
32	3	US 264	West of Mazingo Rd (SR 1210)	1525	
33	3	US 264N / SR 1212	Overpass	4997	
34	3	US 264	West of VOA Site C Rd (SR 1212) Overpass	980	
35	3	US 264 / SR 1200	Overpass 1828' Stantonsburg Rd (SR 1200) & 515' (US 264)	2343	
36	3	US 264	West of Stantonsburg Rd (SR 1200)	1021	
37	3	US 264 / SR 1200	Interchange including bridge South of intersection	7210	
38	3	US 264 / NC 121	Overpass 1808' (NC 121), 877' (US 264), 29' (Service Road)	2714	
39	3	US 264	West of NC 121	486	
40	3	US 264	East of US 258	1219	
41	3	US 264 / US 258	North of Farmville	5639	
42	1	US 264	East of Lewis Store Rd (SR 1229)	614	
43	1	US 264 / SR 1229	Overpass 828' (US 264) & 1654' Lewis Store Rd (SR 1229)	2472	
44	1	US 264	East of Pitt County Line	4831	
45	3	US 264	Mazingo Rd / VOA Site C Rd (SR 1210 / SR 1212)	825	
46	1	SR 1228	Dead End @ US 264	29	
47	1	NC 13	0.5 mi. South SR 1138 (Ballards Cross Roads) @ Contentnea Creek	487	
48	1	NC 118	49 Pitt / Lenoir Line	360	
49	1	NC 102	0.5 mi. West of Arrowhead Rd (SR 1722) @ Swift Creek Bridge	679	
50	1	NC 33	At Grimesland Overpass	3400	
51	2	US 264A	At Tar River West to US 264 / NC 33 (Hastings Ford)	4871	
52	1	NC 102	0.5 mi W.of County Home Rd (SR 1725) (Venters) @ E. Creek Bridge	1016	
53	2	SR 1702	100' Greene St. Bridge	262	
54	2	SR 1702	Evans Street at Plaza Drive	356	
55	2	SR 1702	Evans Street at Lakewood Street	328	
56	2	SR 1702	Evans Street at Commerce Street	410	
57	2	SR 1702	Evans Street at Arlington Blvd.	209	
58	2	US 264A	Greenville Blvd. W. of NC 11	285	
59	2	NC 11	At REU Driveway	122	
60	1	SR 1725	At Pitt / Craven Line	148	
61	1	SR 1925	At Warren Jones Rd (SR 1926) @ Clayroot Creek Bridge	7252	
62	2	NC 11	At Tar River	2483	
63	3	US 264 / Mazingo Rd	Interchange	370	
64	2	NC 33 East	At Simpson Turn Off	818	
65	1	NC 43 S	At Bridge at Craven County Line	850	
66	3	SR 1200	Between SR 1218 (Chinquapin) & SR 1206 (Bell Arthur)	177	
67	1	NC 903 North	Before Crandall's store after 2nd bridge	390	
68	1	SR 1760	First Right after Grimesland Bridge = Mobley Bridge Rd.		

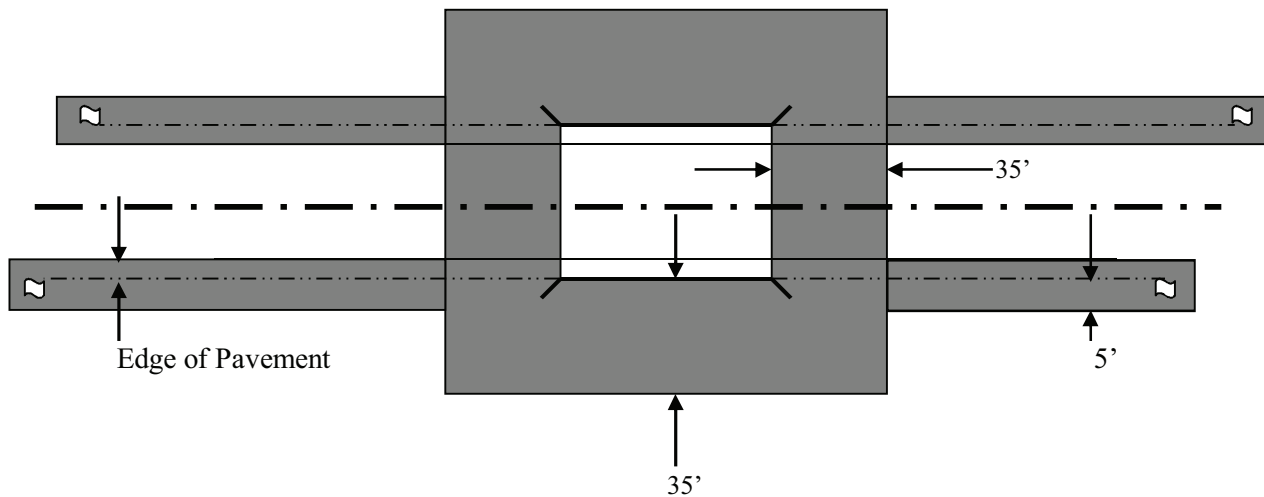
PITT COUNTY GUARDRAILS (CONT.)

<u>ITEM #</u>	<u>MAP #</u>	<u>ROUTE</u>	<u>DESCRIPTION</u>	<u>MEAS. FT</u>	
68	2	SR 1708	Fire Tower Road	448	
69	2	SR 1463, 1464	Dead Ends beside Old River Rd (SR 1401) Overpass	50	
70		NC 43	At Otter creek	318	
71		NC 43	Down Road from Otter Creek plus one at City Line	836	
72	3	SR 1214	Fish Pond Road (Dead End) Take RT at end of VOA Site C (SR 1212) an	25	
74	2	SR 1466	Dead End off Chinquapin Rd (SR 1918)	25	
75	2	SR 1417	Beside US 264	560	
76	2	SR 1202	MacGregor Downs	3853	
77	2	SR 1205	Off of Macgregor Downs and Bertha Lane (SR 1202 and SR 1320 off SR	218	
79	1	NC 11	NC 11 Bethel By Pass	9827	
80	2	NC 33	Brook Valley	84	
81	1	US 64A	Edgecombe - Pitt co. line	445	
82	1	SR 1551	Beargrass Rd. @ co. line	853	
83	2	NC 33	Near Division office	781	
84	2	NC 33	at the end of Mumford Rd.	78	
85	2	SR 1530	Mumford Rd.	331	
86	1	NC 43	Chicod	523	
87	1	SR 1565	Grimesland Bridge Rd.(New Bridge)	2873	
				TOTAL	
				132498	LF
				25.09	Miles
			Primary	119813	LF
			Secondary	12685	LF

DETAIL NO.1



DETAIL NO.2



- Normal area where vegetation is to be removed (includes underside of bridge and guardrail).

PAID AS EACH